

SPECIFICATIONS

LITTLE TOBY CREEK AMD TREATMENT PLANT GUIDE RAIL REPLACEMENT

I. SCOPE OF WORK:

The Department of Environmental Protection (DEP), Bureau of Abandoned Mine Reclamation (BAMR) is soliciting bids from qualified contractors to provide all necessary materials, labor, and equipment to renovate the Little Toby Creek treatment plant facility. The Little Toby Creek plant is located in Fox Township, Elk County.

The scope of this project includes the replacement of guide rail located at the Little Toby Creek AMD Treatment Plant.

The work included for this project will require the Contractor to do the following:

- A. Remove and install all guide rail at the locations specified on the drawing in Attachment A.
- B. Apply seed and mulch to all applicable areas disturbed within the limits of the construction work areas.

All work performed is subject to the approval of the Department's Representative.

Questions regarding the contracting or bidding procedures should be directed to Jeannine Estok at 814-472-1800. Any questions regarding the technical aspects of this bid should be directed to Renae McCracken at 814.270.5098 or Craig Treese at 814.232.7113.

II. CONTRACT TASKS:

After bid opening, the Department's representative shall notify the Contractor with a Notice to Proceed. When so requested, the Contractor shall mobilize within three (3) weeks to the project location. The Contractor will remove and install guide rail at the locations shown on the drawing in Attachment A, and as approved by the Department's Representative. The contractor shall maintain a safe distance between the guide rail and any underground utilities. At a minimum, this service will include the following:

- A. Laborer(s).
- B. Necessary materials, equipment, and labor to remove all existing wood posts and guide rail and replace with Type 31 Strong Post Guiderail with Terminal Section Single End Treatments at the locations specified on the drawing in Attachment A, and as approved by the Department's Representative. All work and materials will be in accordance with PennDOT Specifications, Publication 408, Section 620 and

Section 1109, and with PennDOT Standards for Roadway Construction, Publication RC-51M and Publication RC-54M.

C. Necessary materials, equipment, and labor to seed all applicable areas disturbed during the required construction activities within the limits of the construction work area. Materials for this portion of the project shall be the following:

1. Topsoil – Topsoil shall not contain more than 40% clay in that portion passing a No. 10 sieve and shall contain not less than 5% or more than 20% organic matter as determined by loss on ignition of samples oven-dried to constant weight at 212° Fahrenheit.
2. Fertilizer – Apply a 12-12-12 fertilizer at a rate of ten pounds per 1,000 square feet.
3. Grass Seed – Grass seed shall be any commercially available lawn seed mix consisting of a mixture of Kentucky Bluegrass, Red Fescue and perennial ryegrass and designated as suitable for the western Pennsylvania climate. The grass seed shall be applied at the manufacturer's recommended seeding rate for establishing new lawns.
4. Mulch – Apply straw mulch at a rate of 125 pounds per 1,000 square feet. All mulching materials shall be free from mature seed-bearing stalks or roots of prohibited or noxious weeds as defined in the Pennsylvania Seed Act of 1965, Act No. 187.
5. Water – Water shall be fresh and free from injurious amounts of oil, acid, alkali, salts or other materials harmful to the growth of grass.

All materials removed shall be the Contractor's responsibility to dispose of offsite at an approved permitted facility.

The Contractor hereby covenants, contracts, and agrees to furnish all necessary labor, materials, disposal needs and equipment, and to perform all work and labor required herein in an expeditious, substantial, and workmanlike manner in accordance with the bid proposal and all pertinent documents found in the agreement.

III. EQUIPMENT

The Contractor hereby covenants, contracts, and agrees to furnish all necessary labor, tools and equipment, and to perform all the work and labor required herein in an expeditious, substantial, and workmanlike manner in accordance with the bid proposal and all pertinent documents found in the agreement.

Repairs and replacements shall be made by the Contractor at their expense and shall be made within a minimum of time lost.

Time lost due to breakdown or replacement of parts shall not be considered as basis for payment.

The Department reserves the right to reject any item of equipment when, in the opinion of the Department's Representative, the item is not in satisfactory operating condition.

IV. INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain at their expense the following types of insurance, issued by companies acceptable to the Commonwealth.

- A. Workmen's Compensation Insurance sufficient to cover all of the employees of the Contractor working to fulfill this contract.
- B. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.
- C. Automotive Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the Contract. The amount of bodily insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.

The required insurances shall be of the Contractual Liability type and the Commonwealth of Pennsylvania shall be named as an additional insured thereunder. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to the work performed under this Contract. The Contractor must provide the Commonwealth with current certificates of insurance. These Certificates shall contain a provision that coverage afforded under the policy shall not be cancelled or changed until at least 30 days written notice has been given to the Commonwealth.

V. CONTRACT REQUIREMENTS:

The Contractor shall comply with Attachment 3, Federal Requirements which include new requirements addressing the Buy America Domestic Procurement Preference, as attached. The contractor shall comply with Attachment 4, Build America, Buy America Act and Attachment 5, Steel Products Procurement Act.

Where applicable, compliance with the "Davis-Bacon Act" and the "Federal Funding Accountability and Transparency Act" is also required as set forth in Attachment 3. .

Bidder shall complete Attachment 7, Reciprocal Limitations Act Requirements, and electronically attach it to their bid. Failure to do so may result in a bid being rejected as non-responsive.

VI. CONTRACTOR QUALIFICATIONS:

After bid opening and prior to award, the contractor shall provide documentation of experience in providing the specified service in the scope of work. The Department reserves the right to review this documentation and request three (3) references to verify the contractor's experience and qualifications.

VII. BID AWARD:

The bid shall be awarded to the lowest responsive and responsible bidder meeting all requirements. Bidder must bid on all line items. Bidder must furnish exactly what is requested on the Specifications.

DEP is not responsible for the maintenance of the eMarketplace website.

The Department of General Services Supplier Service Center is available to assist vendors with registration, bidding and account management. For questions regarding registration help, send an email to ra-pscsrportal@pa.gov or call (877) 435-7363, chose Option 1. For questions regarding bidding help, send an email to smhelp@pa.gov or call (877) 435-7363, choose Option 2.

DEP is not responsible for the support or functionality of any DGS website.

All bids shall be submitted electronically ONLY before closing date and time.

Bid closing date and time: 2:00 p.m., Thursday, October 30, 2025.

Note: A Site visit by the contractor is required prior to bidding on the contract. If a site visit is not completed prior to bid opening, the Department reserves the right to reject the bid provided by the contractor. Please contact Michael King at 814-421-5590 or Renae McCracken at 814-270-5098 for date and time of site visit.

VIII. CONTRACT QUANTITIES:

The quantities provided are estimated only and may increase or decrease depending upon the needs of the Department. The Contractor shall be reimbursed at the unit price bid for actual work performed.

IX. CONTRACT TERM:

The contract shall commence on contract execution and terminate 180 days from execution.

X. PAYMENT TERMS:

The Contractor's Representative and the Department's Representative will compare records of the work performed and indicate their agreement to the material furnished by their signatures on the Contractor's work order. The Contractor shall furnish copies of the work orders involved with each invoice submitted for payment.

Payment shall be on a reimbursement basis for actual services performed. Contractor shall submit an invoice within 30 days of each event. The invoice shall be supplemented with a record of materials and quantities used. In addition, the Contractor shall provide information on wages and material specifications.

For Work Site Mobilization and Demobilization, the Contractor shall be paid forty percent (40%) upon completion of Mobilization and sixty percent (60%) shall be paid upon completion of Demobilization. Invoices shall be submitted upon completion of each assigned project or the last Friday of each month that a project runs, whichever occurs first.